

**TAB 119**

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is entered into effective as of the date set forth in Exhibit A (the "Effective Date"), by and between PDJ Investigations, a Texas corporation ("Company"), and the individual identified in Exhibit A ("Contractor"), who agree as follows:

1. Recitals. This Agreement is made with reference to the following recital of essential facts:

1.1. Company is in the business of obtaining information inquiries ("Inquiries") from clients ("Clients") and engaging private investigators to obtain information in response to Inquiries. Inquiries may relate to information about the Client or third parties ("Subjects").

1.2. Company contemplates engaging Contractor as an independent contractor to provide private investigation services (the "Services") to Company.

1.3. Contractor wishes to perform private investigation services as an independent contractor on the terms set forth in this Agreement.

2. Engagement. Company hereby engages Contractor as, and Contractor hereby agrees to act as, an independent contractor throughout the term of this Agreement.

3. Services. Contractor shall faithfully and diligently provide to Company the Services set forth in Exhibit A and as directed by Company from time to time. Contractor shall perform the Services in conformity with all legal, professional, and ethical standards and requirements imposed upon persons engaged in the business of providing the Services or similar services in any state in with jurisdiction over Contractor. Additional terms and conditions regarding the Services are provided in Exhibit B.

4. Term. This Agreement commences upon the Effective Date and will terminate immediately upon written termination notice ("Termination Notice"). Termination Notice may be given by Company or Contractor at any time and at either party's sole discretion, with or without cause.

5. Compensation.

5.1. Rate. Contractor shall be compensated as set forth on Exhibit B.

5.2. Billing. Contractor shall submit to Company an invoice with a separate entry for each matter which was concluded during the previous week. Each entry shall indicate the search type, referenced number/invoice number, and the total charge. Contractor shall pay an invoice within thirty (10) days of its receipt. Contractor will not be entitled to any other compensation or benefits.

5.3. Withholding and Indemnification. Consistent with Contractor's

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independent contractor status, Company will not withhold from Contractor's compensation or contribute any amount on behalf of Contractor for any taxes or insurance, including without limitation, social security taxes, unemployment insurance compensation, worker's compensation insurance, liability insurance, federal or state income tax withholding, or any other payments, withholdings, taxes or any similar items (collectively, "Taxes and Insurances"). Contractor is responsible for its own payments and contributions for Taxes and Insurances and all other payments required of Contractor as an independent contractor (collectively, "Contractor's Obligations"). Contractor shall indemnify, defend and hold harmless Company, its owners, employees, attorneys, agents, and other independent contractors, from any and all liability and loss related to or arising from Contractor's Obligations, including without limitation any demand for payment or punitive assessment arising from Contractor's failure to comply with those State and/or Federal laws, rules, and regulations concerning the characterization, withholding, and/or reporting of payments received by Contractor from Company.

6. Business Expenses. Contractor shall pay for its own business, operating, investigation and other expenses, without any reimbursement or payment by Company.

7. Independent Contractor. Contractor will not become or be deemed an employee, partner, joint venturer, or agent of or with Company by reason of this Agreement. Neither Company nor Contractor will have any authority to bind the other in any respect. Contractor will be solely an independent contractor of Company.

8. Insurance. Contractor shall obtain liability insurance of commercially reasonable limits and shall name Company as additional insured. Contractor shall obtain worker's compensation insurance as required by law. Contractor shall provide proof of compliance with the terms of this Paragraph to Company upon Company's request. Contractor shall cause each insurance company providing insurance coverage pursuant to this paragraph to notify Company in writing no less than 15 days prior to cessation or modification of such insurance coverage.

9. Representations and Warranties. Contractor represents, warrants and covenants to Company that: (a) Contractor is duly qualified and licensed to perform the Services in any state in which it will perform the Services; (b) all information provided by Contractor to Company or Clients in connection with the performance of the Services will be true, accurate, and correct; (c) this Agreement will not cause or require Contractor to breach any obligation to, or agreement or confidence with, any other person; (d) Contractor has all insurances required by and contemplated by this Agreement or will promptly obtain such insurances before commencing the Services; and (e) Contractor's tax reporting procedures, including without limitation the withholding and payment of income and payroll taxes and filing of all informational and payroll tax returns, are and will remain in compliance with applicable law pertaining to Contractor and independent contractors in general.

10. Confidentiality.

10.1. Contractor acknowledges that Company has made and will make available to Contractor certain information about (i) Clients' names and contact

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information; (ii) Subjects' names and contact information; and (iii) business strategies and practices, vendor lists, pricing information, performance standards and other confidential or proprietary information of Company, including trade secrets and copyrighted materials (collectively, the "Confidential Material"). Contractor will not use nor disclose to any third party any Confidential Material except as is necessary to perform the Services.

10.2. Contractor will not use or make any disclosure of any information obtained while performing Services (the "Information") except as specifically directed by Company.

10.3. Contractor will not make any duplication or other copy of any of the Information or Confidential Material without the prior express written consent of Company.

10.4. Contractor will not contact any Clients during or after the term of this Agreement without the express written consent of Company, unless and only to the extent such contact is essential to the performance of the Services.

10.5. Upon termination of this Agreement Contractor shall return all Confidential Material and Information to Company.

11. Injunctive Relief. Company and Contractor each acknowledge the unique nature of the provisions set forth in Section 10 and that (a) Company will suffer irreparable harm if Contractor breaches any of those provisions, and (b) monetary damages will be inadequate to compensate Company for such breach. Therefore, if Contractor breaches any of such provisions, then Company will be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

12. Indemnification. Contractor will indemnify and hold Company harmless for any claims made by Clients or Subjects or other persons, liability, or other loss related to or arising from the Services provided by Contractor under this Agreement.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

14. Further Assurances. Company and Contractor will execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

15. Venue and Jurisdiction. For purposes of venue and jurisdiction, this Agreement will be deemed made and to be performed in the City of Granbury, Texas.

16. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together shall constitute one document.

17. Time of Essence. Time and strict and punctual performance are of the essence with respect to each provision of this Agreement.

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18. Modification. This Agreement may be modified only by a contract in writing executed by Contractor and Company.

19. Headings. The headings of the Paragraphs of this Agreement have been included only for convenience, and will not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

20. Prior Understandings. This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement, is intended as a final expression of the parties' agreement with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, understandings, agreements, representations, and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

21. Interpretation. Whenever the context so requires in this Agreement, all words used in the singular will be construed to have been used in the plural (and vice versa), each gender will be construed to include any other genders, and the word "person" will be construed to include a natural person, corporation, firm, partnership, joint venture, trust, estate, or any other entity.

22. Partial Invalidity. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or application of the provision is essential to this Agreement.

23. Successors in Interest and Assigns. Contractor will not assign or delegate to any other person this Agreement or any rights or obligations under this Agreement. Subject to this restriction on transferability, this Agreement will be binding upon and inure to the benefit of the successors in interest and assigns of each party to this Agreement.

24. Notices. All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and personally delivered, sent by certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery, to such party at its address as set forth at the signature and Exhibit A of this Agreement. Each notice or other communication will be deemed given, delivered and received upon its actual receipt, except that if it is sent by mail in accordance with this Section, then it will be deemed given, delivered and received three days after the date the notice or other communication is deposited with the United States Postal Service in accordance with this Section. Either party to this Agreement may give a notice of a change of its address to the other party to this Agreement.

25. Waiver. Any waiver of a default under this Agreement must be in writing

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and will not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy will impair such right or remedy or be construed as a waiver. A consent to or approval of any act will not be deemed to waive or render unnecessary a consent to or approval of any other or subsequent act. The sole person with the authority to waive or consent to any act on behalf of Company is Patrick Baird.

26. Drafting Ambiguities. Each party to this Agreement has had the opportunity to review and revise this Agreement and have the party's legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or of any amendments or exhibit to this Agreement.

27. Authority. Patrick Baird, as the Vice-President of Company, is the sole person who may give any consent, authorize any act, or waive any right on behalf of Company. \_

28. Survival. Notwithstanding anything to the contrary in this Agreement, Sections 9, 10, 11, and 12 will survive any termination of this Agreement in perpetuity.

Company:

PDJ Investigations

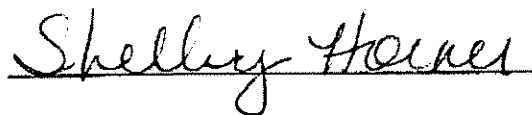
PO Box 788

Granbury, TX 76048

By: 

Patrick Baird, Vice - President

Contractor:



Effective Date:

July 15<sup>th</sup>, 2004

Contractor (name and address):

Shelley Horner

P.O. Box 2521

Wayside MS 38780

Services (Section 3):

Telephone Investigations

Compensation (Section 5):

on File

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## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is entered into effective as of the date set forth in Exhibit A (the "Effective Date"), by and between PDJ Investigations, a Texas corporation ("Company"), and the individual identified in Exhibit A ("Contractor"), who agree as follows:

Recitals. This Agreement is made with reference to the following recital of essential facts:

1.1. Company is in the business of obtaining information inquiries ("Inquiries") from clients ("Clients") and engaging private investigators to obtain information in response to Inquiries. Inquiries may relate to information about the Client or third parties ("Subjects").

1.2. Company contemplates engaging Contractor as an independent contractor to provide private investigation services (the "Services") to Company.

1.3. Contractor wishes to perform private investigation services as an independent contractor on the terms set forth in this Agreement.

Engagement. Company hereby engages Contractor as, and Contractor hereby agrees to act as, an independent contractor throughout the term of this Agreement.

Services. Contractor shall faithfully and diligently provide to Company the Services set forth in Exhibit A and as directed by Company from time to time. Contractor shall perform the Services in conformity with all legal, professional, and ethical standards and requirements imposed upon persons engaged in the business of providing the Services or similar services in any state in with jurisdiction over Contractor. Additional terms and conditions regarding the Services are provided in Exhibit B.

Term. This Agreement commences upon the Effective Date and will terminate immediately upon written termination notice ("Termination Notice"). Termination Notice may be given by Company or Contractor at any time and at either party's sole discretion, with or without cause.

### 5. Compensation.

Rate. Contractor shall be compensated as set forth on Exhibit B.

Billing. Contractor shall submit to Company an invoice with a separate entry for each matter which was concluded during the previous week. Each entry shall indicate the search type, referenced number/invoice number, and the total charge. Contractor shall pay an invoice within ~~thirty~~ (10) days of its receipt. Contractor will not be entitled to any other compensation or benefits.

Withholding and Indemnification. Consistent with Contractor's



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independent contractor status, Company will not withhold from Contractor's compensation or contribute any amount on behalf of Contractor for any taxes or insurance, including without limitation, social security taxes, unemployment insurance compensation, worker's compensation insurance, liability insurance, federal or state income tax withholding, or any other payments, withholdings, taxes or any similar items (collectively, "Taxes and Insurances"). Contractor is responsible for its own payments and contributions for Taxes and Insurances and all other payments required of Contractor as an independent contractor (collectively, "Contractor's Obligations"). Contractor shall indemnify, defend and hold harmless Company, its owners, employees, attorneys, agents, and other independent contractors, from any and all liability and loss related to or arising from Contractor's Obligations, including without limitation any demand for payment or punitive assessment arising from Contractor's failure to comply with those State and/or Federal laws, rules, and regulations concerning the characterization, withholding, and/or reporting of payments received by Contractor from Company.

Business Expenses. Contractor shall pay for its own business, operating, investigation and other expenses, without any reimbursement or payment by Company.

Independent Contractor. Contractor will not become or be deemed an employee, partner, joint venturer, or agent of or with Company by reason of this Agreement. Neither Company nor Contractor will have any authority to bind the other in any respect. Contractor will be solely an independent contractor of Company.

Insurance. Contractor shall obtain liability insurance of commercially reasonable limits and shall name Company as additional insured. Contractor shall obtain worker's compensation insurance as required by law. Contractor shall provide proof of compliance with the terms of this Paragraph to Company upon Company's request. Contractor shall cause each insurance company providing insurance coverage pursuant to this paragraph to notify Company in writing no less than 15 days prior to cessation or modification of such insurance coverage.

Representations and Warranties. Contractor represents, warrants and covenants to Company that: (a) Contractor is duly qualified and licensed to perform the Services in any state in which it will perform the Services; (b) all information provided by Contractor to Company or Clients in connection with the performance of the Services will be true, accurate, and correct; (c) this Agreement will not cause or require Contractor to breach any obligation to, or agreement or confidence with, any other person; (d) Contractor has all insurances required by and contemplated by this Agreement or will promptly obtain such insurances before commencing the Services; and (e) Contractor's tax reporting procedures, including without limitation the withholding and payment of income and payroll taxes and filing of all informational and payroll tax returns, are and will remain in compliance with applicable law pertaining to Contractor and independent contractors in general.

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10.3. Contractor will not make any duplication or other copy of any of the Information or Confidential Material without the prior express written consent of Company.

10.4. Contractor will not contact any Clients during or after the term of this Agreement without the express written consent of Company, unless and only to the extent such contact is essential to the performance of the Services.

10.5. Upon termination of this Agreement Contractor shall return all Confidential Material and Information to Company.

Injunctive Relief. Company and Contractor each acknowledge the unique nature of the provisions set forth in Section 10 and that (a) Company will suffer irreparable harm if Contractor breaches any of those provisions, and (b) monetary damages will be inadequate to compensate Company for such breach. Therefore, if Contractor breaches any of such provisions, then Company will be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

Indemnification. Contractor will indemnify and hold Company harmless for any claims made by Clients or Subjects or other persons, liability, or other loss related to or arising from the Services provided by Contractor under this Agreement.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

Further Assurances. Company and Contractor will execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

Venue and Jurisdiction. For purposes of venue and jurisdiction, this Agreement will be deemed made and to be performed in the City of Granbury, Texas.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together shall constitute one document.

Time of Essence. Time and strict and punctual performance are of the

essence with respect to each provision of this Agreement.

Modification. This Agreement may be modified only by a contract in writing executed by Contractor and Company.

Headings. The headings of the Paragraphs of this Agreement have been included only for convenience, and will not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

Prior Understandings. This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement, is intended as a final expression of the parties' agreement with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, understandings, agreements, representations, and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

Interpretation. Whenever the context so requires in this Agreement, all words used in the singular will be construed to have been used in the plural (and vice versa), each gender will be construed to include any other genders, and the word "person" will be construed to include a natural person, corporation, firm, partnership, joint venture, trust, estate, or any other entity.

Partial Invalidity. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or application of the provision is essential to this Agreement.

Successors in Interest and Assigns. Contractor will not assign or delegate to any other person this Agreement or any rights or obligations under this Agreement. Subject to this restriction on transferability, this Agreement will be binding upon and inure to the benefit of the successors in interest and assigns of each party to this Agreement.

Notices. All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and personally delivered, sent by certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery, to such party at its address as set forth at the signature and Exhibit A of this Agreement. Each notice or other communication will be deemed given, delivered and received upon its actual receipt, except that if it is sent by mail in accordance with this Section, then it will be deemed given, delivered and received three days after the date the notice or other communication is deposited with the United States Postal Service in accordance with this Section. Either party to this Agreement may give a notice of a change of its address to the other party to

this Agreement.

Waiver. Any waiver of a default under this Agreement must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy will impair such right or remedy or be construed as a waiver. A consent to or approval of any act will not be deemed to waive or render unnecessary a consent to or approval of any other or subsequent act. The sole person with the authority to waive or consent to any act on behalf of Company is Patrick Baird.

Drafting Ambiguities. Each party to this Agreement has had the opportunity to review and revise this Agreement and have the party's legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or of any amendments or exhibit to this Agreement.

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Company:

PDJ Investigations

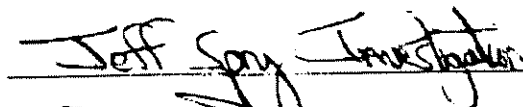

PO Box 788

Granbury, TX 76048

By: 

Patrick Baird, Vice - President

Contractor:

## Exhibit A

Effective Date:

July 8, 04

Contractor (name and address):

Jeff SpryPo Box 77489, Steamboat Springs Co  
80477

Services (Section 3):

Telephone Investigations

Compensation (Section 5):

ON FILE

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is entered into effective as of the date set forth in Exhibit A (the "Effective Date"), by and between PDJ Investigations, a Texas corporation ("Company"), and the individual identified in Exhibit A ("Contractor"), who agree as follows:

1. Recitals. This Agreement is made with reference to the following recital of essential facts:

1.1. Company is in the business of obtaining information inquiries ("Inquiries") from clients ("Clients") and engaging private investigators to obtain information in response to Inquiries. Inquiries may relate to information about the Client or third parties ("Subjects").

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Engagement. Company hereby engages Contractor as, and Contractor hereby agrees to act as, an independent contractor throughout the term of this Agreement.

Services. Contractor shall faithfully and diligently provide to Company the Services set forth in Exhibit A and as directed by Company from time to time. Contractor shall perform the Services in conformity with all legal, professional, and ethical standards and requirements imposed upon persons engaged in the business of providing the Services or similar services in any state in with jurisdiction over Contractor. Additional terms and conditions regarding the Services are provided in Exhibit B.

Term. This Agreement commences upon the Effective Date and will terminate immediately upon written termination notice ("Termination Notice"). Termination Notice may be given by Company or Contractor at any time and at either party's sole discretion, with or without cause.

5. Compensation.

5.1. Pay. Contractor shall be compensated as set forth on Exhibit B.

5.2. Billing. Contractor shall submit to Company an invoice with a separate entry for each matter which was concluded during the previous week. Each entry shall indicate the search type, referenced number/invoice number, and the total charge. Contractor shall pay an invoice within thirty (30) days of receipt. Contractor will not be entitled to any other compensation or benefits.

5.3. Withholding and Indemnification. Consistent with Contractor's independent contractor status, Company will not withhold from Contractor's compensation or contribute any amount on behalf of Contractor for any taxes or insurance, including without limitation, social security taxes, unemployment insurance compensation, worker's compensation insurance, liability insurance, federal or state income tax withholding, or any other payments, withholdings, taxes or any similar items (collectively, "Taxes and Insurances"). Contractor is responsible for its own payments and

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FD-455 (2-80) 095.001

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Contractor \_\_\_\_\_

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10.5. Upon termination of this Agreement Contractor shall return all Confidential Material and Information to Company.

11. Injunctive Relief. Company and Contractor each acknowledge the unique nature of the provisions set forth in Section 10 and that (a) Company will suffer irreparable harm if Contractor breaches any of those provisions, and (b) monetary damages will be inadequate to compensate Company for such breach. Therefore, if Contractor breaches any of such provisions, then Company will be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

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construed to include any other genders, and the word "person" will be construed to include a natural person, corporation, firm, partnership, joint venture, trust, estate, or any other entity.

*CD* 22. Partial Invalidity. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or application of the provision is essential to this Agreement.

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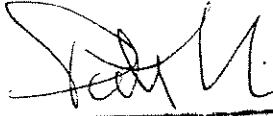
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*CD* 27. Authority. Patrick Baird, as the Vice-President of Company, is the sole person who may give any consent, authorize any act, or waive any right on behalf of Company.

*CD* 28. Survival. Notwithstanding anything to the contrary in this Agreement, Sections 9, 10, 11, and 12 will survive any termination of this Agreement in perpetuity.

*CD*  
Company:

PDJ Investigations  
PO Box 788  
Granbury, TX 76048

By:   
Patrick Baird, Vice - President

Contractor:



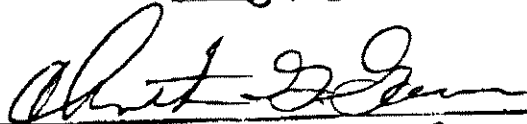
Exhibit A

Effective Date: 7/20/04

Contractor (name and address):

Christopher Gorman  
3201 W-Wallace Ave  
Tampa FL 33611  
813-902-0265

Services (Section 3):

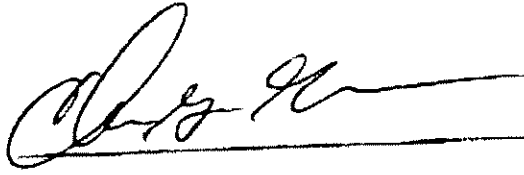
  
D/B/A Quick Source  
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P:\CS4353 2-80093.001

5

Contractor: \_\_\_\_\_

Compensation (Section 5):



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P:254553.206025.001

Contractor: \_\_\_\_\_

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is entered into effective as of the date set forth in Exhibit A (the "Effective Date"), by and between PDJ Investigations, a Texas corporation ("Company"), and the individual identified in Exhibit A ("Contractor"), who agree as follows:

1. Recitals. This Agreement is made with reference to the following recital of essential facts:

1.1. Company is in the business of obtaining information inquiries ("Inquiries") from clients ("Clients") and engaging private investigators to obtain information in response to Inquiries. Inquiries may relate to information about the Client or third parties ("Subjects").

1.2. Company contemplates engaging Contractor as an independent contractor to provide private investigation services (the "Services") to Company.

1.3. Contractor wishes to perform information gathering services as an independent contractor on the terms set forth in this Agreement.

2. Engagement. Company hereby engages Contractor as, and Contractor hereby agrees to act as, an independent contractor throughout the term of this Agreement.

3. Services. Contractor shall faithfully and diligently provide to Company the Services set forth in Exhibit A and as directed by Company from time to time. Contractor shall perform the Services in conformity with all legal, professional, and ethical standards and requirements imposed upon persons engaged in the business of providing the Services or similar services in any state in with jurisdiction over Contractor. Contractor may subcontract Services to other third parties under vendor agreements whereby those third parties agree to full compliance with all applicable law and indemnify Contractor. As such, in any dispute arising over an alleged breach of law or professional standards, the Company hereby agrees to have such indemnification be born by the subcontractor providing the Services and not the Contractor. Additional terms and conditions regarding the Services are provided in Exhibit B.

4. Term. This Agreement commences upon the Effective Date and will terminate immediately upon written termination notice ("Termination Notice"). Termination Notice may be given by Company or Contractor at any time and at either party's sole discretion, with or without cause.

5. Compensation.

5.1. Rate. Contractor shall be compensated as set forth on Exhibit B.

5.2. Billing. Contractor shall submit to Company an invoice with a separate entry for each matter which was concluded during the previous week. Each entry shall indicate the search type, referenced number/invoice number, and the total charge. Contractor shall pay an invoice within thirty (10) days of its receipt. Contractor will not be entitled to any other compensation or benefits.

5.3. Withholding and Indemnification. Consistent with Contractor's independent contractor status, Company will not withhold from Contractor's compensation or contribute any amount on behalf of Contractor for any taxes or insurance, including without limitation, social security

taxes, unemployment insurance compensation, worker's compensation insurance, liability insurance, federal or state income tax withholding, or any other payments, withholdings, taxes or any similar items (collectively, "Taxes and Insurances"). Contractor is responsible for its own payments and contributions for Taxes and Insurances and all other payments required of Contractor as an independent contractor (collectively, "Contractor's Obligations"). Contractor shall indemnify, defend and hold harmless Company, its owners, employees, attorneys, agents, and other independent contractors, from any and all liability and loss related to or arising from Contractor's Obligations, including without limitation any demand for payment or punitive assessment arising from Contractor's failure to comply with those State and/or Federal laws, rules, and regulations concerning the characterization, withholding, and/or reporting of payments received by Contractor from Company.

6. Business Expenses. Contractor shall pay for its own business, operating, investigation and other expenses, without any reimbursement or payment by Company.

7. Independent Contractor. Contractor will not become or be deemed an employee, partner, joint venturer, or agent of or with Company by reason of this Agreement. Neither Company nor Contractor will have any authority to bind the other in any respect. Contractor will be solely an independent contractor of Company.

8. Insurance. The Contractor has insurance and Worker's Compensation in place. Upon signing this agreement, the Contractor will notify its insurance provider to have the Company listed as an additional insured. This process can take up to 90 days for the certificate to be issued. Contractor shall provide proof of insurances to Company upon Company's request.

9. Representations and Warranties. Contractor represents, warrants and covenants to Company that: (a) Contractor is duly qualified and licensed to perform the Services in any state in which it will perform the Services; (b) all information provided by Contractor to Company or Clients in connection with the performance of the Services will be true, accurate, and correct; (c) this Agreement will not cause or require Contractor to breach any obligation to, or agreement or confidence with, any other person; (d) Contractor has all insurances required by and contemplated by this Agreement or will promptly obtain such insurances before commencing the Services; and (e) Contractor's tax reporting procedures, including without limitation the withholding and payment of income and payroll taxes and filing of all informational and payroll tax returns, are and will remain in compliance with applicable law pertaining to Contractor and independent contractors in general.

10. Confidentiality.

10.1. Contractor acknowledges that Company has made and will make available to Contractor certain information about (i) Clients' names and contact information; (ii) Subjects' names and contact information; and (iii) business strategies and practices, vendor lists, pricing information, performance standards and other confidential or proprietary information of Company, including trade secrets and copyrighted materials (collectively, the "Confidential Material"). Contractor will not use nor disclose to any third party any Confidential Material except as is necessary to perform the Services.

10.2. Contractor will not use or make any disclosure of any information obtained while performing Services (the "Information") except as specifically directed by Company.

10.3. Contractor will not make any duplication or other copy of any of the Information or Confidential Material without the prior express written consent of Company.

10.4. Contractor will not contact any Clients during or after the term of this Agreement without the express written consent of Company, unless and only to the extent such contact is essential to the performance of the Services.

10.5. Upon termination of this Agreement Contractor shall return or destroy all Confidential Material and Information to Company.

11. Injunctive Relief. Company and Contractor each acknowledge the unique nature of the provisions set forth in Section 10 and that (a) Company will suffer irreparable harm if Contractor breaches any of those provisions, and (b) monetary damages will be inadequate to compensate Company for such breach. Therefore, if Contractor breaches any of such provisions, then Company will be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

12. Indemnification. Contractor will indemnify and hold Company harmless for any claims made by Clients or Subjects or other persons, liability, or other loss related to or arising from the Services provided by Contractor under this Agreement. Contractor may subcontract Services to other third parties under vendor agreements whereby those third parties agree to full compliance with all applicable law and indemnify Contractor. As such, in any dispute arising over an alleged breach of law or professional standards, the Company hereby agrees to have such indemnification be born by the subcontractor providing the Services and not the Contractor.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

14. Further Assurances. Company and Contractor will execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

15. Venue and Jurisdiction. For purposes of venue and jurisdiction, this Agreement will be deemed made and to be performed in the City of Granbury, Texas.

16. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together shall constitute one document.

17. Time of Essence. Time and strict and punctual performance are of the essence with respect to each provision of this Agreement.

18. Modification. This Agreement may be modified only by a contract in writing executed by Contractor and Company.

19. Headings. The headings of the Paragraphs of this Agreement have been included only for convenience, and will not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

20. Prior Understandings. This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement, is intended as a final expression of the parties' agreement with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, understandings, agreements, representations, and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

21. Interpretation. Whenever the context so requires in this Agreement, all words used in the singular will be construed to have been used in the plural (and vice versa), each gender will be construed to include any other genders, and the word "person" will be construed to include a natural person, corporation, firm, partnership, joint venture, trust, estate, or any other entity.

22. Partial Invalidity. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or application of the provision is essential to this Agreement.

23. Successors in Interest and Assigns. Contractor will not assign or delegate to any other person this Agreement or any rights or obligations under this Agreement. Subject to this restriction on transferability, this Agreement will be binding upon and inure to the benefit of the successors in interest and assigns of each party to this Agreement.

24. Notices. All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and personally delivered, sent by certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery, to such party at its address as set forth at the signature and Exhibit A of this Agreement. Each notice or other communication will be deemed given, delivered and received upon its actual receipt, except that if it is sent by mail in accordance with this Section, then it will be deemed given, delivered and received three days after the date the notice or other communication is deposited with the United States Postal Service in accordance with this Section. Either party to this Agreement may give a notice of a change of its address to the other party to this Agreement.

25. Waiver. Any waiver of a default under this Agreement must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy will impair such right or remedy or be construed as a waiver. A consent to or approval of any act will not be deemed to waive or render unnecessary a consent to or approval of any other or subsequent act. The sole person with the authority to waive or consent to any act on behalf of Company is Patrick Baird.

26. Drafting Ambiguities. Each party to this Agreement has had the opportunity to review and revise this Agreement and have the party's legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or of any amendments or exhibit to this Agreement.

27. Authority. Patrick Baird, as the Vice-President of Company, is the sole person who may give any consent, authorize any act, or waive any right on behalf of Company.

28. Survival. Notwithstanding anything to the contrary in this Agreement, Sections 9, 10, 11, and 12 will survive any termination of this Agreement in perpetuity.

Company:

PDJ Investigations  
PO Box 788  
Granbury, TX 76048

By:   
Patrick Baird, Vice - President

Contractor:

Universal Communications Company  
2641 North Taft Avenue  
Loveland, CO 80538

By:   
James E. Welker, President



Exhibit A

Effective Date: July 20, 2004

Contractor (name and address):

Universal Communications Company  
2641 North Taft Avenue  
Loveland, Colorado 80538

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is entered into effective as of the date set forth in Exhibit A (the "Effective Date"), by and between PDI Investigations, a Texas corporation ("Company"), and the individual identified in Exhibit A ("Contractor"), who agree as follows:

1. Recitals. This Agreement is made with reference to the following recital of essential facts:

1.1. Company is in the business of obtaining information inquiries ("Inquiries") from clients ("Clients") and engaging private investigators to obtain information in response to Inquiries. Inquiries may relate to information about the Client or third parties ("Subjects").

1.2. Company contemplates engaging Contractor as an independent contractor to provide private investigation services (the "Services") to Company.

1.3. Contractor wishes to perform private investigation services as an independent contractor on the terms set forth in this Agreement.

2. Engagement. Company hereby engages Contractor as, and Contractor hereby agrees to act as, an independent contractor throughout the term of this Agreement.

3. Services. Contractor shall faithfully and diligently provide to Company the Services set forth in Exhibit A and as directed by Company from time to time. Contractor shall perform the Services in conformity with all legal, professional, and ethical standards and requirements imposed upon persons engaged in the business of providing the Services or similar services in any state in with jurisdiction over Contractor. Additional terms and conditions regarding the Services are provided in Exhibit B.

4. Term. This Agreement commences upon the Effective Date and will terminate immediately upon written termination notice ("Termination Notice"). Termination Notice may be given by Company or Contractor at any time and at either party's sole discretion, with or without cause.

5. Compensation.

5.1. Rate. Contractor shall be compensated as set forth on Exhibit B.

5.2. Billing. Contractor shall submit to Company an invoice with a separate entry for each matter which was concluded during the previous week. Each entry shall indicate the search type, referenced number/invoice number, and the total charge. Contractor shall pay an invoice within thirty (10) days of its receipt. Contractor will not be entitled to any other compensation or benefits.

5.3. Withholding and Indemnification. Consistent with Contractor's independent contractor status, Company will not withhold from Contractor's compensation or contribute any amount on behalf of Contractor for any taxes or insurance, including without limitation, social security taxes, unemployment insurance compensation, worker's compensation insurance, liability insurance, federal or state income tax withholding, or any other payments, withholdings, taxes or any similar items (collectively, "Taxes and Insurances"). Contractor is responsible for its own payments and

contributions for Taxes and Insurances and all other payments required of Contractor as an independent contractor (collectively, "Contractor's Obligations"). Contractor shall indemnify, defend and hold harmless Company, its owners, employees, attorneys, agents, and other independent contractors, from any and all liability and loss related to or arising from Contractor's Obligations, including without limitation any demand for payment or punitive assessment arising from Contractor's failure to comply with those State and/or Federal laws, rules, and regulations concerning the characterization, withholding, and/or reporting of payments received by Contractor from Company.

6. Business Expenses. Contractor shall pay for its own business, operating, investigation and other expenses, without any reimbursement or payment by Company.

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NA 8. Insurance. Contractor shall obtain liability insurance of commercially reasonable limits and shall name Company as additional insured. Contractor shall obtain worker's compensation insurance as required by law. Contractor shall provide proof of compliance with the terms of this Paragraph to Company upon Company's request. Contractor shall cause each insurance company providing insurance coverage pursuant to this paragraph to notify Company in writing no less than 15 days prior to cessation or modification of such insurance coverage.

9. Representations and Warranties. Contractor represents, warrants and covenants to Company that: (a) Contractor is duly qualified and licensed to perform the Services in any state in which it will perform the Services; (b) all information provided by Contractor to Company or Clients in connection with the performance of the Services will be true, accurate, and correct; (c) this Agreement will not cause or require Contractor to breach any obligation to, or agreement or confidence with, any other person; (d) Contractor has all insurances required by and contemplated by this Agreement or will promptly obtain such insurances before commencing the Services; and (e) Contractor's tax reporting procedures, including without limitation the withholding and payment of income and payroll taxes and filing of all informational and payroll tax returns, are and will remain in compliance with applicable law pertaining to Contractor and independent contractors in general.

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24. Notices. All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and personally delivered, sent by certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery, to such party at its address as set forth at the signature and Exhibit A of this Agreement. Each notice or other communication will be deemed given, delivered and received upon its actual receipt, except that if it is sent by mail in accordance with this Section, then it will be deemed given, delivered and received three days after the date the notice or other communication is deposited with the United States Postal Service in accordance with this Section. Either party to this Agreement may give a notice of a change of its address to the other party to this Agreement.

25. Waiver. Any waiver of a default under this Agreement must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy will impair such right or remedy or be construed as a waiver. A consent to or approval of any act will not be deemed to waive or render unnecessary a consent to or approval of any other or subsequent act. The sole person with the authority to waive or consent to any act on behalf of Company is Patrick Baird.

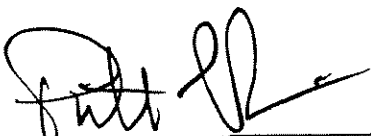
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Company:

PIJ Investigations  
PO Box 788  
Granbury, TX 76048

By:   
Patrick Baird, Vice - President

Contractor:

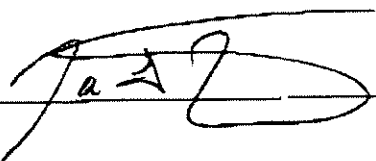


Exhibit A

Effective Date: \_\_\_\_\_

Contractor (name and address):

IGT + ASSOCIATES  
JAMES JOHNSTON  
5643 EAGLESTON DR  
OLIVE BRANCH MS 38654

Services (Section 3):

Telephonic Investigations  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Compensation (Section 5):

BA-File

✓  
JCA

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is entered into effective as of the date set forth in Exhibit A (the "Effective Date"), by and between PDJ Investigations, a Texas corporation ("Company"), and the individual identified in Exhibit A ("Contractor"), who agree as follows:

1. Recitals. This Agreement is made with reference to the following recital of essential facts:

1.1. Company is in the business of obtaining information inquiries ("Inquiries") from clients ("Clients") and engaging private investigators to obtain information in response to Inquiries. Inquiries may relate to information about the Client or third parties ("Subjects").

1.2. Company contemplates engaging Contractor as an independent contractor to provide private investigation services (the "Services") to Company.

1.3. Contractor wishes to perform private investigation services as an independent contractor on the terms set forth in this Agreement.

2. Engagement. Company hereby engages Contractor as, and Contractor hereby agrees to act as, an independent contractor throughout the term of this Agreement.

3. Services. Contractor shall faithfully and diligently provide to Company the Services set forth in Exhibit A and as directed by Company from time to time. Contractor shall perform the Services in conformity with all legal, professional, and ethical standards and requirements imposed upon persons engaged in the business of providing the Services or similar services in any state in with jurisdiction over Contractor. Additional terms and conditions regarding the Services are provided in Exhibit B.

4. Term. This Agreement commences upon the Effective Date and will terminate immediately upon written termination notice ("Termination Notice"). Termination Notice may be given by Company or Contractor at any time and at either party's sole discretion, with or without cause.

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5.1. Rate. Contractor shall be compensated as set forth on Exhibit B.

5.2. Billing. Contractor shall submit to Company an invoice with a separate entry for each matter which was concluded during the previous week. Each entry shall indicate the search type, referenced number/invoice number, and the total charge. Contractor shall pay an invoice within ten (10) days of its receipt. Contractor will not be entitled to any other compensation or benefits.

5.3. Withholding and Indemnification. Consistent with Contractor's independent contractor status, Company will not withhold from Contractor's compensation or contribute any amount on behalf of Contractor for any taxes or insurance, including without limitation, social security taxes, unemployment insurance compensation, worker's compensation insurance, liability insurance, federal or state income tax withholding, or any other payments, withholdings, taxes or any similar items (collectively, "Taxes and Insurances"). Contractor is responsible for its own payments and



contributions for Taxes and Insurances and all other payments required of Contractor as an independent contractor (collectively, "Contractor's Obligations"). Contractor shall indemnify, defend and hold harmless Company, its owners, employees, attorneys, agents, and other independent contractors, from any and all liability and loss related to or arising from Contractor's Obligations, including without limitation any demand for payment or punitive assessment arising from Contractor's failure to comply with those State and/or Federal laws, rules, and regulations concerning the characterization, withholding, and/or reporting of payments received by Contractor from Company.

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7. Independent Contractor. Contractor will not become or be deemed an employee, partner, joint venturer, or agent of or with Company by reason of this Agreement. Neither Company nor Contractor will have any authority to bind the other in any respect. Contractor will be solely an independent contractor of Company.

8. Insurance. Contractor shall obtain liability insurance of commercially reasonable limits and shall name Company as additional insured. Contractor shall obtain worker's compensation insurance as required by law. Contractor shall provide proof of compliance with the terms of this Paragraph to Company upon Company's request. Contractor shall cause each insurance company providing insurance coverage pursuant to this paragraph to notify Company in writing no less than 15 days prior to cessation or modification of such insurance coverage.

9. Representations and Warranties. Contractor represents, warrants and covenants to Company that: (a) Contractor is duly qualified and licensed to perform the Services in any state in which it will perform the Services; (b) all information provided by Contractor to Company or Clients in connection with the performance of the Services will be true, accurate, and correct; (c) this Agreement will not cause or require Contractor to breach any obligation to, or agreement or confidence with, any other person; (d) Contractor has all insurances required by and contemplated by this Agreement or will promptly obtain such insurances before commencing the Services; and (e) Contractor's tax reporting procedures, including without limitation the withholding and payment of income and payroll taxes and filing of all informational and payroll tax returns, are and will remain in compliance with applicable law pertaining to Contractor and independent contractors in general.

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10.1. Contractor acknowledges that Company has made and will make available to Contractor certain information about (i) Clients' names and contact information; (ii) Subjects' names and contact information; and (iii) business strategies and practices, vendor lists, pricing information, performance standards and other confidential or proprietary information of Company, including trade secrets and copyrighted materials (collectively, the "Confidential Material"). Contractor will not use nor disclose to any third party any Confidential Material except as is necessary to perform the Services.

10.2. Contractor will not use or make any disclosure of any information obtained while performing Services (the "Information") except as specifically directed by Company.

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10.4. Contractor will not contact any Clients during or after the term of this Agreement without the express written consent of Company, unless and only to the extent such contact is essential to the performance of the Services.

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12. Indemnification. Contractor will indemnify and hold Company harmless for any claims made by Clients or Subjects or other persons, liability, or other loss related to or arising from the Services provided by Contractor under this Agreement.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

14. Further Assurances. Company and Contractor will execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

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18. Modification. This Agreement may be modified only by a contract in writing executed by Contractor and Company.

19. Headings. The headings of the Paragraphs of this Agreement have been included only for convenience, and will not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

20. Prior Understandings. This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement, is intended as a final expression of the parties' agreement with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, understandings, agreements, representations, and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

21. Interpretation. Whenever the context so requires in this Agreement, all words used in the singular will be construed to have been used in the plural (and vice versa), each gender will be

construed to include any other genders, and the word "person" will be construed to include a natural person, corporation, firm, partnership, joint venture, trust, estate, or any other entity.

22. Partial Invalidity. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or application of the provision is essential to this Agreement.

23. Successors in Interest and Assigns. Contractor will not assign or delegate to any other person this Agreement or any rights or obligations under this Agreement. Subject to this restriction on transferability, this Agreement will be binding upon and inure to the benefit of the successors in interest and assigns of each party to this Agreement.

24. Notices. All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and personally delivered, sent by certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery, to such party at its address as set forth at the signature and Exhibit A of this Agreement. Each notice or other communication will be deemed given, delivered and received upon its actual receipt, except that if it is sent by mail in accordance with this Section, then it will be deemed given, delivered and received three days after the date the notice or other communication is deposited with the United States Postal Service in accordance with this Section. Either party to this Agreement may give a notice of a change of its address to the other party to this Agreement.

25. Waiver. Any waiver of a default under this Agreement must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy will impair such right or remedy or be construed as a waiver. A consent to or approval of any act will not be deemed to waive or render unnecessary a consent to or approval of any other or subsequent act. The sole person with the authority to waive or consent to any act on behalf of Company is Patrick Baird.

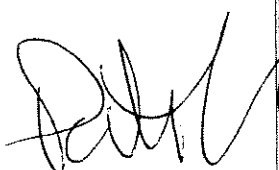
26. Drafting Ambiguities. Each party to this Agreement has had the opportunity to review and revise this Agreement and have the party's legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or of any amendments or exhibit to this Agreement.

27. Authority. Patrick Baird, as the Vice-President of Company, is the sole person who may give any consent, authorize any act, or waive any right on behalf of Company.

28. Survival. Notwithstanding anything to the contrary in this Agreement, Sections 9, 10, 11, and 12 will survive any termination of this Agreement in perpetuity.

Company:

PDJ Investigations  
PO Box 788  
Granbury, TX 76048

By:   
Patrick Baird, Vice - President

Contractor:

Kenny Gorman

Exhibit A

Effective Date

7-17-04

Contractor (name and address):

Kenny Gorman  
574 SE maple ter  
Port St. Lucie FL 34983

Services (Section 3):


P254333.000095.00

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Contractor: \_\_\_\_\_

Compensation (Section 5):

*King*

P-234553, 280091.00

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Contract: \_\_\_\_\_

By: \_\_\_\_\_  
Patrick Baird, Vice - President

Contractor:

Kenny Gorman

Exhibit A

Effective Date 7-17-04

Contractor (name and address):

Kenny Gorman  
574 SE maple ter  
Port St. Lucie FL 34983

Services (Section 3):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

P1234353, 186095.00

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Contractor: \_\_\_\_\_

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is entered into effective as of the date set forth in Exhibit A (the "Effective Date"), by and between PDJ Investigations, a Texas corporation ("Company"), and the individual identified in Exhibit A ("Contractor"), who agree as follows:

1. Recitals. This Agreement is made with reference to the following recital of essential facts:

1.1. Company is in the business of obtaining information inquiries ("Inquiries") from clients ("Clients") and engaging private investigators to obtain information in response to Inquiries. Inquiries may relate to information about the Client or third parties ("Subjects").

1.2. Company contemplates engaging Contractor as an independent contractor to provide private investigation services (the "Services") to Company.

1.3. Contractor wishes to perform private investigation services as an independent contractor on the terms set forth in this Agreement.

2. Engagement. Company hereby engages Contractor as, and Contractor hereby agrees to act as, an independent contractor throughout the term of this Agreement.

3. Services. Contractor shall faithfully and diligently provide to Company the Services set forth in Exhibit A and as directed by Company from time to time. Contractor shall perform the Services in conformity with all legal, professional, and ethical standards and requirements imposed upon persons engaged in the business of providing the Services or similar services in any state in with jurisdiction over Contractor. Additional terms and conditions regarding the Services are provided in Exhibit B.

4. Term. This Agreement commences upon the Effective Date and will terminate immediately upon written termination notice ("Termination Notice"). Termination Notice may be given by Company or Contractor at any time and at either party's sole discretion, with or without cause.

5. Compensation.

5.1. Rate. Contractor shall be compensated as set forth on Exhibit B.

5.2. Billing. Contractor shall submit to Company an invoice with a separate entry for each matter which was concluded during the previous week. Each entry shall indicate the search type, referenced number/invoice number, and the total charge. Contractor shall pay an invoice within thirty (10) days of its receipt. Contractor will not be entitled to any other compensation or benefits.

5.3. Withholding and Indemnification. Consistent with Contractor's independent contractor status, Company will not withhold from Contractor's compensation or contribute any amount on behalf of Contractor for any taxes or insurance, including without limitation, social security taxes, unemployment insurance compensation, worker's compensation insurance, liability insurance, federal or state income tax withholding, or any other payments, withholdings, taxes or any similar items (collectively, "Taxes and Insurances"). Contractor is responsible for its own payments and

contributions for Taxes and Insurances and all other payments required of Contractor as an independent contractor (collectively, "Contractor's Obligations"). Contractor shall indemnify, defend and hold harmless Company, its owners, employees, attorneys, agents, and other independent contractors, from any and all liability and loss related to or arising from Contractor's Obligations, including without limitation any demand for payment or punitive assessment arising from Contractor's failure to comply with those State and/or Federal laws, rules, and regulations concerning the characterization, withholding, and/or reporting of payments received by Contractor from Company.

6. Business Expenses. Contractor shall pay for its own business, operating, investigation and other expenses, without any reimbursement or payment by Company.

7. Independent Contractor. Contractor will not become or be deemed an employee, partner, joint venturer, or agent of or with Company by reason of this Agreement. Neither Company nor Contractor will have any authority to bind the other in any respect. Contractor will be solely an independent contractor of Company.

8. Insurance. Contractor shall obtain liability insurance of commercially reasonable limits and shall name Company as additional insured. Contractor shall obtain worker's compensation insurance as required by law. Contractor shall provide proof of compliance with the terms of this Paragraph to Company upon Company's request. Contractor shall cause each insurance company providing insurance coverage pursuant to this paragraph to notify Company in writing no less than 15 days prior to cessation or modification of such insurance coverage.

9. Representations and Warranties. Contractor represents, warrants and covenants to Company that: (a) Contractor is duly qualified and licensed to perform the Services in any state in which it will perform the Services; (b) all information provided by Contractor to Company or Clients in connection with the performance of the Services will be true, accurate, and correct; (c) this Agreement will not cause or require Contractor to breach any obligation to, or agreement or confidence with, any other person; (d) Contractor has all insurances required by and contemplated by this Agreement or will promptly obtain such insurances before commencing the Services; and (e) Contractor's tax reporting procedures, including without limitation the withholding and payment of income and payroll taxes and filing of all informational and payroll tax returns, are and will remain in compliance with applicable law pertaining to Contractor and independent contractors in general.

10. Confidentiality.

10.1. Contractor acknowledges that Company has made and will make available to Contractor certain information about (i) Clients' names and contact information; (ii) Subjects' names and contact information; and (iii) business strategies and practices, vendor lists, pricing information, performance standards and other confidential or proprietary information of Company, including trade secrets and copyrighted materials (collectively, the "Confidential Material"). Contractor will not use nor disclose to any third party any Confidential Material except as is necessary to perform the Services.

10.2. Contractor will not use or make any disclosure of any information obtained while performing Services (the "Information") except as specifically directed by Company.

10.3. Contractor will not make any duplication or other copy of any of the Information or Confidential Material without the prior express written consent of Company.



10.4. Contractor will not contact any Clients during or after the term of this Agreement without the express written consent of Company, unless and only to the extent such contact is essential to the performance of the Services.

10.5. Upon termination of this Agreement Contractor shall return all Confidential Material and Information to Company.

11. Injunctive Relief. Company and Contractor each acknowledge the unique nature of the provisions set forth in Section 10 and that (a) Company will suffer irreparable harm if Contractor breaches any of those provisions, and (b) monetary damages will be inadequate to compensate Company for such breach. Therefore, if Contractor breaches any of such provisions, then Company will be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

12. Indemnification. Contractor will indemnify and hold Company harmless for any claims made by Clients or Subjects or other persons, liability, or other loss related to or arising from the Services provided by Contractor under this Agreement.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

14. Further Assurances. Company and Contractor will execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

15. Venue and Jurisdiction. For purposes of venue and jurisdiction, this Agreement will be deemed made and to be performed in the City of Granbury, Texas.

16. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together shall constitute one document.

17. Time of Essence. Time and strict and punctual performance are of the essence with respect to each provision of this Agreement.

18. Modification. This Agreement may be modified only by a contract in writing executed by Contractor and Company.

19. Headings. The headings of the Paragraphs of this Agreement have been included only for convenience, and will not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

20. Prior Understandings. This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement, is intended as a final expression of the parties' agreement with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, understandings, agreements, representations, and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

21. Interpretation. Whenever the context so requires in this Agreement, all words used in the singular will be construed to have been used in the plural (and vice versa), each gender will be

construed to include any other genders, and the word "person" will be construed to include a natural person, corporation, firm, partnership, joint venture, trust, estate, or any other entity.

22. Partial Invalidity. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or application of the provision is essential to this Agreement.

23. Successors in Interest and Assigns. Contractor will not assign or delegate to any other person this Agreement or any rights or obligations under this Agreement. Subject to this restriction on transferability, this Agreement will be binding upon and inure to the benefit of the successors in interest and assigns of each party to this Agreement.

24. Notices. All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and personally delivered, sent by certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery, to such party at its address as set forth at the signature and Exhibit A of this Agreement. Each notice or other communication will be deemed given, delivered and received upon its actual receipt, except that if it is sent by mail in accordance with this Section, then it will be deemed given, delivered and received three days after the date the notice or other communication is deposited with the United States Postal Service in accordance with this Section. Either party to this Agreement may give a notice of a change of its address to the other party to this Agreement.

25. Waiver. Any waiver of a default under this Agreement must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy will impair such right or remedy or be construed as a waiver. A consent to or approval of any act will not be deemed to waive or render unnecessary a consent to or approval of any other or subsequent act. The sole person with the authority to waive or consent to any act on behalf of Company is Patrick Baird.

26. Drafting Ambiguities. Each party to this Agreement has had the opportunity to review and revise this Agreement and have the party's legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or of any amendments or exhibit to this Agreement.

27. Authority. Patrick Baird, as the Vice-President of Company, is the sole person who may give any consent, authorize any act, or waive any right on behalf of Company.

28. Survival. Notwithstanding anything to the contrary in this Agreement, Sections 9, 10, 11, and 12 will survive any termination of this Agreement in perpetuity.

Company:

PDJ Investigations  
PO Box 788  
Granbury, TX 76048

By: Patrick Baird  
Patrick Baird, Vice - President

Contractor:

SL  
STEVEN M. LEVINE

Exhibit A

Effective Date: \_\_\_\_\_

Contractor (name and address):

STEVEN LEVINE  
PO BOX 1394  
Folsom, CA 95763

Services (Section 3):

TELEPHONE INVESTIGATIONS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Compensation (Section 5):

ON FILE

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is entered into effective as of the date set forth in Exhibit A (the "Effective Date"), by and between PDJ Investigations, a Texas corporation ("Company"), and the individual identified in Exhibit A ("Contractor"), who agree as follows:

1. Recitals. This Agreement is made with reference to the following recital of essential facts:

1.1. Company is in the business of obtaining information inquiries ("Inquiries") from clients ("Clients") and engaging private investigators to obtain information in response to Inquiries. Inquiries may relate to information about the Client or third parties ("Subjects").

1.2. Company contemplates engaging Contractor as an independent contractor to provide private investigation services (the "Services") to Company.

1.3. Contractor wishes to perform private investigation services as an independent contractor on the terms set forth in this Agreement.

2. Engagement. Company hereby engages Contractor as, and Contractor hereby agrees to act as, an independent contractor throughout the term of this Agreement.

3. Services. Contractor shall faithfully and diligently provide to Company the Services set forth in Exhibit A and as directed by Company from time to time. Contractor shall perform the Services in conformity with all legal, professional, and ethical standards and requirements imposed upon persons engaged in the business of providing the Services or similar services in any state in with jurisdiction over Contractor. Additional terms and conditions regarding the Services are provided in Exhibit B.

4. Term. This Agreement commences upon the Effective Date and will terminate immediately upon written termination notice ("Termination Notice"). Termination Notice may be given by Company or Contractor at any time and at either party's sole discretion, with or without cause.

5. Compensation.

5.1. Rate. Contractor shall be compensated as set forth on Exhibit B.

5.2. Billing. Contractor shall submit to Company an invoice ~~with a separate entry for each matter which was concluded during the previous week~~. Each entry shall indicate the search type, ~~referenced number/invoice number~~, and the total charge. Contractor shall pay an invoice within ten (10) days of its receipt. Contractor will not be entitled to any other compensation or benefits.

5.3. Withholding and Indemnification. Consistent with Contractor's independent contractor status, Company will not withhold from Contractor's compensation or contribute any amount on behalf of Contractor for any taxes or insurance, including without limitation, social security taxes, unemployment insurance compensation, worker's compensation insurance, liability insurance, federal or state income tax withholding, or any other payments, withholdings, taxes or any similar items (collectively, "Taxes and Insurances"). Contractor is responsible for its own payments and

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Contractor

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contributions for Taxes and Insurances and all other payments required of Contractor as an independent contractor (collectively, "Contractor's Obligations"). Contractor shall indemnify, defend and hold harmless Company, its owners, employees, attorneys, agents, and other independent contractors, from any and all liability and loss related to or arising from Contractor's Obligations, including without limitation any demand for payment or punitive assessment arising from Contractor's failure to comply with those State and/or Federal laws, rules, and regulations concerning the characterization, withholding, and/or reporting of payments received by Contractor from Company.

6. Business Expenses. Contractor shall pay for its own business, operating, investigation and other expenses, without any reimbursement or payment by Company.

7. Independent Contractor. Contractor will not become or be deemed an employee, partner, joint venturer, or agent of or with Company by reason of this Agreement. Neither Company nor Contractor will have any authority to bind the other in any respect. Contractor will be solely an independent contractor of Company.

8. Insurance. Contractor shall obtain liability insurance of commercially reasonable limits and shall name Company as additional insured. Contractor shall obtain worker's compensation insurance as required by law. Contractor shall provide proof of compliance with the terms of this Paragraph to Company upon Company's request. ~~Contractor shall cause each insurance company providing insurance coverage pursuant to this paragraph to notify Company in writing no less than 15 days prior to cessation or modification of such insurance coverage.~~

A Certificate  
OF  
INSURANCE  
YJT

9. Representations and Warranties. Contractor represents, warrants and covenants to Company that: (a) Contractor is duly qualified and licensed to perform the Services in any state in which it will perform the Services; (b) all information provided by Contractor to Company or Clients in connection with the performance of the Services will be true, accurate, and correct; (c) this Agreement will not cause or require Contractor to breach any obligation to, or agreement or confidence with, any other person; (d) Contractor has all insurances required by and contemplated by this Agreement or will promptly obtain such insurances before commencing the Services; and (e) Contractor's tax reporting procedures, including without limitation the withholding and payment of income and payroll taxes and filing of all informational and payroll tax returns, are and will remain in compliance with applicable law pertaining to Contractor and independent contractors in general.

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11. Injunctive Relief. Company and Contractor each acknowledge the unique nature of the provisions set forth in Section 10 and that (a) Company will suffer irreparable harm if Contractor breaches any of those provisions, and (b) monetary damages will be inadequate to compensate Company for such breach. Therefore, if Contractor breaches any of such provisions, then Company will be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

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22. Partial Invalidity. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or application of the provision is essential to this Agreement.

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25. Waiver. Any waiver of a default under this Agreement must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy will impair such right or remedy or be construed as a waiver. A consent to or approval of any act will not be deemed to waive or render unnecessary a consent to or approval of any other or subsequent act. The sole person with the authority to waive or consent to any act on behalf of Company is Patrick Baird.

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27. Authority. Patrick Baird, as the Vice-President of Company, is the sole person who may give any consent, authorize any act, or waive any right on behalf of Company.

28. Survival. Notwithstanding anything to the contrary in this Agreement, Sections 9, 10, 11, and 12 will survive any termination of this Agreement in perpetuity.

Company:

PDJ Investigations  
PO Box 788  
Granbury, TX 76048

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Contractor: WT



By: *Patrick Baird*  
Patrick Baird, Vice - President

Contractor:

*Victoria J. Jade* / Agent  
*C.I., Inc.*

Exhibit A

Effective Date: *9/13/04* -

Contractor (name and address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Services (Section 3):

*MULTIPLE* \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Contractor: *WJT*

Compensation (Section 5):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ON RECORD

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Contractor: VJ

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is entered into effective as of the date set forth in Exhibit A (the "Effective Date"), by and between PDJ Investigations, a Texas corporation ("Company"), and the individual identified in Exhibit A ("Contractor"), who agree as follows:

1. Recitals. This Agreement is made with reference to the following recital of essential facts:

1.1. Company is in the business of obtaining information inquiries ("Inquiries") from clients ("Clients") and engaging private investigators to obtain information in response to Inquiries. Inquiries may relate to information about the Client or third parties ("Subjects").

1.2. Company contemplates engaging Contractor as an independent contractor to provide private investigation services (the "Services") to Company.

1.3. Contractor wishes to perform private investigation services as an independent contractor on the terms set forth in this Agreement.

2. Engagement. Company hereby engages Contractor as, and Contractor hereby agrees to act as, an independent contractor throughout the term of this Agreement.

3. Services. Contractor shall faithfully and diligently provide to Company the Services set forth in Exhibit A and as directed by Company from time to time. Contractor shall perform the Services in conformity with all legal, professional, and ethical standards and requirements imposed upon persons engaged in the business of providing the Services or similar services in any state in with jurisdiction over Contractor. Additional terms and conditions regarding the Services are provided in Exhibit B.

4. Term. This Agreement commences upon the Effective Date and will terminate immediately upon written termination notice ("Termination Notice"). Termination Notice may be given by Company or Contractor at any time and at either party's sole discretion, with or without cause.

5. Compensation.

5.1. Rate. Contractor shall be compensated as set forth on Exhibit B.

5.2. Billing. Contractor shall submit to Company an invoice with a separate entry for each matter which was concluded during the previous week. Each entry shall indicate the search type, referenced number/invoice number, and the total charge. Contractor shall pay an invoice within ten (10) days of its receipt. Contractor will not be entitled to any other compensation or benefits.

5.3. Withholding and Indemnification. Consistent with Contractor's independent contractor status, Company will not withhold from Contractor's compensation or contribute any amount on behalf of Contractor for any taxes or insurance, including without limitation, social security taxes, unemployment insurance compensation, worker's compensation insurance, liability insurance, federal or state income tax withholding, or any other payments, withholdings, taxes or any similar items (collectively, "Taxes and Insurances"). Contractor is responsible for its own payments and

contributions for Taxes and Insurances and all other payments required of Contractor as an independent contractor (collectively, "Contractor's Obligations"). Contractor shall indemnify, defend and hold harmless Company, its owners, employees, attorneys, agents, and other independent contractors, from any and all liability and loss related to or arising from Contractor's Obligations, including without limitation any demand for payment or punitive assessment arising from Contractor's failure to comply with those State and/or Federal laws, rules, and regulations concerning the characterization, withholding, and/or reporting of payments received by Contractor from Company.

6. Business Expenses. Contractor shall pay for its own business, operating, investigation and other expenses, without any reimbursement or payment by Company.

7. Independent Contractor. Contractor will not become or be deemed an employee, partner, joint venturer, or agent of or with Company by reason of this Agreement. Neither Company nor Contractor will have any authority to bind the other in any respect. Contractor will be solely an independent contractor of Company.

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9. Representations and Warranties. Contractor represents, warrants and covenants to Company that: (a) Contractor is duly qualified and licensed to perform the Services in any state in which it will perform the Services; (b) all information provided by Contractor to Company or Clients in connection with the performance of the Services will be true, accurate, and correct; (c) this Agreement will not cause or require Contractor to breach any obligation to, or agreement or confidence with, any other person; (d) Contractor has all insurances required by and contemplated by this Agreement or will promptly obtain such insurances before commencing the Services; and (e) Contractor's tax reporting procedures, including without limitation the withholding and payment of income and payroll taxes and filing of all informational and payroll tax returns, are and will remain in compliance with applicable law pertaining to Contractor and independent contractors in general.

10. Confidentiality.

10.1. Contractor acknowledges that Company has made and will make available to Contractor certain information about (i) Clients' names and contact information; (ii) Subjects' names and contact information; and (iii) business strategies and practices, vendor lists, pricing information, performance standards and other confidential or proprietary information of Company, including trade secrets and copyrighted materials (collectively, the "Confidential Material"). Contractor will not use nor disclose to any third party any Confidential Material except as is necessary to perform the Services.

10.2. Contractor will not use or make any disclosure of any information obtained while performing Services (the "Information") except as specifically directed by Company.

10.3. Contractor will not make any duplication or other copy of any of the Information or Confidential Material without the prior express written consent of Company.

10.4. Contractor will not contact any Clients during or after the term of this Agreement without the express written consent of Company, unless and only to the extent such contact is essential to the performance of the Services.

10.5. Upon termination of this Agreement Contractor shall return all Confidential Material and Information to Company.

11. Injunctive Relief. Company and Contractor each acknowledge the unique nature of the provisions set forth in Section 10 and that (a) Company will suffer irreparable harm if Contractor breaches any of those provisions, and (b) monetary damages will be inadequate to compensate Company for such breach. Therefore, if Contractor breaches any of such provisions, then Company will be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

12. Indemnification. Contractor will indemnify and hold Company harmless for any claims made by Clients or Subjects or other persons, liability, or other loss related to or arising from the Services provided by Contractor under this Agreement.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

14. Further Assurances. Company and Contractor will execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

15. Venue and Jurisdiction. For purposes of venue and jurisdiction, this Agreement will be deemed made and to be performed in the City of Granbury, Texas.

16. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together shall constitute one document.

17. Time of Essence. Time and strict and punctual performance are of the essence with respect to each provision of this Agreement.

18. Modification. This Agreement may be modified only by a contract in writing executed by Contractor and Company.

19. Headings. The headings of the Paragraphs of this Agreement have been included only for convenience, and will not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

20. Prior Understandings. This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement, is intended as a final expression of the parties' agreement with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, understandings, agreements, representations, and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

21. Interpretation. Whenever the context so requires in this Agreement, all words used in the singular will be construed to have been used in the plural (and vice versa), each gender will be

construed to include any other genders, and the word "person" will be construed to include a natural person, corporation, firm, partnership, joint venture, trust, estate, or any other entity.

22. Partial Invalidity. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or application of the provision is essential to this Agreement.

23. Successors in Interest and Assigns. Contractor will not assign or delegate to any other person this Agreement or any rights or obligations under this Agreement. Subject to this restriction on transferability, this Agreement will be binding upon and inure to the benefit of the successors in interest and assigns of each party to this Agreement.

24. Notices. All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and personally delivered, sent by certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery, to such party at its address as set forth at the signature and Exhibit A of this Agreement. Each notice or other communication will be deemed given, delivered and received upon its actual receipt, except that if it is sent by mail in accordance with this Section, then it will be deemed given, delivered and received three days after the date the notice or other communication is deposited with the United States Postal Service in accordance with this Section. Either party to this Agreement may give a notice of a change of its address to the other party to this Agreement.

25. Waiver. Any waiver of a default under this Agreement must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy will impair such right or remedy or be construed as a waiver. A consent to or approval of any act will not be deemed to waive or render unnecessary a consent to or approval of any other or subsequent act. The sole person with the authority to waive or consent to any act on behalf of Company is Patrick Baird.


26. Drafting Ambiguities. Each party to this Agreement has had the opportunity to review and revise this Agreement and have the party's legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or of any amendments or exhibit to this Agreement.

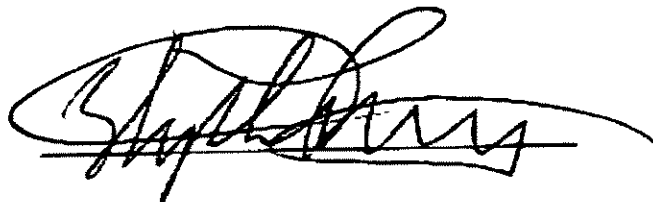
27. Authority. Patrick Baird, as the Vice-President of Company, is the sole person who may give any consent, authorize any act, or waive any right on behalf of Company.

28. Survival. Notwithstanding anything to the contrary in this Agreement, Sections 9, 10, 11, and 12 will survive any termination of this Agreement in perpetuity.

Company:

PDJ Investigations  
PO Box 788  
Granbury, TX 76048

By:   
Patrick Baird, Vice - President



Contractor:

Exhibit A

Effective Date: \_\_\_\_\_

Contractor (name and address):

Stephen Mackler  
132 Chaffee Ave  
Syracuse, NY 13207  
\_\_\_\_\_

Services (Section 3):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor: 

(Compensation (Section 5):

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## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is entered into effective as of the date set forth in Exhibit A (the "Effective Date"), by and between PDJ Investigations, a Texas corporation ("Company"), and the individual identified in Exhibit A ("Contractor"), who agree as follows:

Recitals. This Agreement is made with reference to the following recital of essential facts:

1.1. Company is in the business of obtaining information inquiries ("Inquiries") from clients ("Clients") and engaging private investigators to obtain information in response to Inquiries. Inquiries may relate to information about the Client or third parties ("Subjects").

1.2. Company contemplates engaging Contractor as an independent contractor to provide private investigation services (the "Services") to Company.

1.3. Contractor wishes to perform private investigation services as an independent contractor on the terms set forth in this Agreement.

Engagement. Company hereby engages Contractor as, and Contractor hereby agrees to act as, an independent contractor throughout the term of this Agreement.

Services. Contractor shall faithfully and diligently provide to Company the Services set forth in Exhibit A and as directed by Company from time to time. Contractor shall perform the Services in conformity with all legal, professional, and ethical standards and requirements imposed upon persons engaged in the business of providing the Services or similar services in any state in with jurisdiction over Contractor. Additional terms and conditions regarding the Services are provided in Exhibit B.

Term. This Agreement commences upon the Effective Date and will terminate immediately upon written termination notice ("Termination Notice"). Termination Notice may be given by Company or Contractor at any time and at either party's sole discretion, with or without cause.

### 5. Compensation.

Rate. Contractor shall be compensated as set forth on Exhibit B.

Billing. Contractor shall submit to Company an invoice with a separate entry for each matter which was concluded during the previous week. Each entry shall indicate the search type, referenced number/invoice number, and the total charge. Contractor shall pay an invoice within thirty (10) days of its receipt. Contractor will not be entitled to any other compensation or benefits.

Withholding and Indemnification. Consistent with Contractor's independent contractor status, Company will not withhold from Contractor's compensation

or contribute any amount on behalf of Contractor for any taxes or insurance, including without limitation, social security taxes, unemployment insurance compensation, worker's compensation insurance, liability insurance, federal or state income tax withholding, or any other payments, withholdings, taxes or any similar items (collectively, "Taxes and Insurances"). Contractor is responsible for its own payments and contributions for Taxes and Insurances and all other payments required of Contractor as an independent contractor (collectively, "Contractor's Obligations"). Contractor shall indemnify, defend and hold harmless Company, its owners, employees, attorneys, agents, and other independent contractors, from any and all liability and loss related to or arising from Contractor's Obligations, including without limitation any demand for payment or punitive assessment arising from Contractor's failure to comply with those State and/or Federal laws, rules, and regulations concerning the characterization, withholding, and/or reporting of payments received by Contractor from Company.

Business Expenses. Contractor shall pay for its own business, operating, investigation and other expenses, without any reimbursement or payment by Company.

Independent Contractor. Contractor will not become or be deemed an employee, partner, joint venturer, or agent of or with Company by reason of this Agreement. Neither Company nor Contractor will have any authority to bind the other in any respect. Contractor will be solely an independent contractor of Company.

Insurance. Contractor shall obtain liability insurance of commercially reasonable limits and shall name Company as additional insured. Contractor shall obtain worker's compensation insurance as required by law. Contractor shall provide proof of compliance with the terms of this Paragraph to Company upon Company's request. Contractor shall cause each insurance company providing insurance coverage pursuant to this paragraph to notify Company in writing no less than 15 days prior to cessation or modification of such insurance coverage.

Representations and Warranties. Contractor represents, warrants and covenants to Company that: (a) Contractor is duly qualified and licensed to perform the Services in any state in which it will perform the Services; (b) all information provided by Contractor to Company or Clients in connection with the performance of the Services will be true, accurate, and correct; (c) this Agreement will not cause or require Contractor to breach any obligation to, or agreement or confidence with, any other person; (d) Contractor has all insurances required by and contemplated by this Agreement or will promptly obtain such insurances before commencing the Services; and (e) Contractor's tax reporting procedures, including without limitation the withholding and payment of income and payroll taxes and filing of all informational and payroll tax returns, are and will remain in compliance with applicable law pertaining to Contractor and independent contractors in general.

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10.5. Upon termination of this Agreement Contractor shall return all Confidential Material and Information to Company.

Injunctive Relief. Company and Contractor each acknowledge the unique nature of the provisions set forth in Section 10 and that (a) Company will suffer irreparable harm if Contractor breaches any of those provisions, and (b) monetary damages will be inadequate to compensate Company for such breach. Therefore, if Contractor breaches any of such provisions, then Company will be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

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Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

Further Assurances. Company and Contractor will execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

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Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together shall constitute one document.

Time of Essence. Time and strict and punctual performance are of the essence with respect to each provision of this Agreement.

Modification. This Agreement may be modified only by a contract in

writing executed by Contractor and Company.

Headings. The headings of the Paragraphs of this Agreement have been included only for convenience, and will not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

Prior Understandings. This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement, is intended as a final expression of the parties' agreement with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, understandings, agreements, representations, and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

Interpretation. Whenever the context so requires in this Agreement, all words used in the singular will be construed to have been used in the plural (and vice versa), each gender will be construed to include any other genders, and the word "person" will be construed to include a natural person, corporation, firm, partnership, joint venture, trust, estate, or any other entity.

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28. Survival. Notwithstanding anything to the contrary in this Agreement, Sections 9, 10, 11, and 12 will survive any termination of this Agreement in perpetuity.

Company:

PDJ Investigations

PO Box 788

Granbury, TX 76049

By: 

Patrick Baird, Vice - President

Contractor:

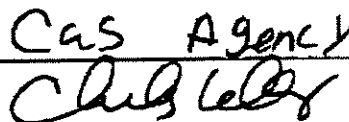
  
Chris Leary

Exhibit A

Effective Date: 7-15-04

Contractor (name and address):

Cas Agency Charles Kelly

9451 Thomas dr

Panama City Beach FL 32408

CDG 604

Services (Section 3):

Telephone Investigations

Compensation (Section 5):

On File

